

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RIOT GAMES, INC., a Delaware
corporation,

Plaintiff,

v.

BETTERMEANT, INC., a Delaware
corporation; and DOES 1-50,

Defendant.

Case No. 2:23-cv-03505-SB-AFM

**JUDGMENT AND PERMANENT
INJUNCTION**

JUDGMENT AND PERMANENT INJUNCTION

The Court having reviewed the Stipulation of the parties, and good cause appearing therefore:

IT IS HEREBY ORDERED that:

1. Final Judgment be entered in favor of Plaintiff Riot Games, Inc. (“Plaintiff” or “Riot Games”) and against Defendant Bettermeant, Inc. (“Defendant” or “Bettermeant”) (collectively, the “Parties”) with prejudice.

2. Bettermeant is hereby ordered to withdraw the application with serial number 90744694 (the “Application”) it filed with the United States Patent and Trademark Office seeking registration of the mark VALORANT for:

1 a. “Downloadable mobile application software and downloadable
2 computer software featuring technology that allows users to access,
3 track and analyze information in the fields of health and wellness;
4 Downloadable mobile application software and downloadable computer
5 software featuring technology that allows users to connect with
6 healthcare professionals and resources; Downloadable mobile
7 application software and downloadable computer software featuring
8 technology that allows users to book healthcare appointments;
9 Downloadable mobile application software and downloadable computer
10 software featuring technology that allows users to call, text, email,
11 message, chat, and videoconference with healthcare professionals;
12 Downloadable mobile application software and downloadable computer
13 software featuring technology that allows users to integrate with
14 existing digital healthcare programs and provide transparency and
15 accessibility to patients and physicians; Downloadable mobile
16 application software and downloadable computer software featuring
17 technology that allows users to access behavioral health and cognitive
18 therapy resources and healthcare treatment options; Downloadable
19 mobile application software and downloadable computer software
20 featuring technology that allows users to conduct spending analysis,
21 stop loss analysis, access benefits information and finance healthcare
22 plans; Downloadable mobile application software and downloadable
23 computer software featuring technology that allows healthcare
24 providers to charge for and be paid for healthcare-related services,
25 diagnostic testing, medication and treatment; Downloadable mobile
26 application software and downloadable computer software featuring
27 technology that utilizes artificial intelligence, machine-learning, and
28 deep learning to provide information, resources, and healthcare services

1 to patients and providers; Downloadable mobile application software
2 and downloadable computer software featuring technology that allows
3 physicians and healthcare professionals to refer and recommend to
4 patients digital content, software applications, and services, all in the
5 fields of medicine, personal health and wellness, and nutrition;
6 Downloadable mobile application software and downloadable computer
7 software featuring technology that allows self-funded employers to
8 optimize utilization of healthcare benefits and resources, namely,
9 through digital and electronic means; Downloadable mobile application
10 software and downloadable computer software for customer service
11 management for others in the field of healthcare navigation;
12 Downloadable mobile application software and downloadable computer
13 software for insurance eligibility review, management and verification,
14 and consultation in the health and benefits administration industry for
15 individual subscribers; Downloadable mobile application software and
16 downloadable computer software for information related to healthcare
17 insurance plans for employers and individual subscribers” in Class 9;

- 18 b. “Providing a non-downloadable interactive web-based Software as a
19 Service (SaaS) platform featuring technology that allows users to
20 access, track and analyze information in the fields of health and
21 wellness; Providing a non-downloadable interactive web-based
22 Software as a Service (SaaS) platform featuring technology that allows
23 users to connect with healthcare professionals and resources; Providing
24 a non-downloadable interactive web-based Software as a Service (SaaS)
25 platform featuring technology that allows users to book healthcare
26 appointments; Providing a non-downloadable interactive web-based
27 Software as a Service (SaaS) platform featuring technology that allows
28 users to call, text, email, message, chat, and videoconference with

1 healthcare professionals; Providing a non-downloadable interactive
2 web-based Software as a Service (SaaS) platform featuring technology
3 that allows users to integrate with existing digital healthcare programs
4 and provide transparency and accessibility to patients and physicians;
5 Providing a non-downloadable interactive web-based Software as a
6 Service (SaaS) platform featuring technology that allows users to access
7 behavioral health and cognitive therapy resources and healthcare
8 treatment options; Providing a non-downloadable interactive web-based
9 Software as a Service (SaaS) platform featuring technology that allows
10 users to conduct spending analysis, stop loss analysis, access benefits
11 information and finance healthcare plans; Providing a non-
12 downloadable interactive web-based Software as a Service (SaaS)
13 platform featuring technology that allows healthcare providers to charge
14 for and be paid for healthcare-related services, diagnostic testing,
15 medication and treatment; Providing a non-downloadable interactive
16 web-based Software as a Service (SaaS) platform featuring technology
17 that utilizes artificial intelligence, machine-learning, and deep learning
18 to provide information, resources, and healthcare services to patients
19 and providers; Providing a non-downloadable interactive web-based
20 Software as a Service (SaaS) platform featuring technology that allows
21 physicians and healthcare professionals to refer and recommend to
22 patients digital content, software applications, and services, all in the
23 fields of medicine, personal health and wellness, and nutrition;
24 Providing a non-downloadable interactive web-based Software as a
25 Service (SaaS) platform featuring technology that allows self-funded
26 employers to optimize utilization of healthcare benefits and resources,
27 namely, through digital and electronic means; Providing a non-
28 downloadable interactive web-based Software as a Service (SaaS) for

1 customer service management for others in the field of healthcare
2 navigation; Providing a non-downloadable interactive web-based
3 Software as a Service (SaaS) platform for insurance eligibility review,
4 management and verification, and consultation in the health and benefits
5 administration industry for individual subscribers; Providing a non-
6 downloadable interactive web-based Software as a Service (SaaS)
7 platform for information related to healthcare insurance plans for
8 employers and individual subscribers” in Class 42; and

9 c. “Providing healthcare services to patients” in Class 44;

10 3. Defendant is ordered to withdraw any other applications currently
11 pending anywhere in the world to register any mark that includes the word
12 VALORANT and cancel any other existing registrations they own anywhere in the
13 world for any mark that includes the word VALORANT.

14 4. Defendant is further ordered to transfer to Riot Games any domain it
15 owns or controls that contain the word VALORANT, including the domain
16 www.valoranthealth.com.

17 5. Defendant is further ordered not to use, register, or seek to register, or
18 encourage any third party to use, register, or seek to register, any name, word mark,
19 design mark, domain name, or social media handle containing any mark registered
20 and owned by Riot Games as set forth in Exhibit A, Dkt. No. [14-1](#) at 9–12 of 12,
21 including for the mark VALORANT and/or including the mark VALORANT
22 (collectively, the “RGI Marks”) (or any term confusingly similar thereto) for any
23 goods or services.

24 6. Except during the time period permitted under the Settlement
25 Agreement, Bettermeant and its agents, servants, employees, and all persons in active
26 concert and participation with them are hereby enjoined from:

27 a. Importing, manufacturing, distributing, advertising, selling
28 and/or offering for sale any unauthorized products, which use any

1 of the RGI Marks or any term confusingly similar thereto;

2 b. Importing, manufacturing, distributing, advertising, selling
3 and/or offering for sale in connection thereto any unauthorized
4 promotional materials, labels, packaging, or containers which use
5 any of the RGI Marks or any terms confusingly similar thereto;

6 c. Affixing, applying, annexing, or using in connection with any
7 unauthorized purpose the term VALORANT, whether as a
8 standalone mark or as part of another mark, or any of the RGI
9 Marks in association with any goods or services, including
10 without limitation on signage, clothing, accessories, any other
11 tangible items, in domain names, on any website owned or
12 operated by Defendant, in emails, on social media, streaming
13 platforms, video sharing services, and in any advertising and
14 marketing materials;

15 d. Engaging in any conduct that tends falsely to represent that, or is
16 likely to confuse, mislead, or deceive purchasers, Defendant's
17 customers, and/or members of the public to believe the actions of
18 Defendant, the products sold by Defendant, the services offered
19 by Defendant, or Defendant itself is connected with Riot Games,
20 is sponsored, approved, or licensed by Riot Games, or is affiliated
21 with Riot Games;

22 e. Affixing, applying, annexing, or using in connection with the
23 importation, manufacture, distribution, advertising, sale, and/or
24 offer for sale or other use of any goods or services, a false
25 description or representation, including words or other symbols,
26 tending to falsely describe or represent such goods as being those
27 of Riot Games.

28 7. Each Party shall bear its own costs, including attorneys' fees, in this

1 matter up to this point. However, if either Party seeks to enforce the terms of this
2 Judgment and Permanent Injunction in the future, the reasonable attorney's fees and
3 costs incurred in said enforcement shall be borne by the non-prevailing party.

4 **IT IS SO ORDERED.**

5
6 Dated: June 30, 2023

A handwritten signature in black ink, appearing to read 'JBS', is written over a horizontal line.

Stanley Blumenfeld, Jr.
United States District Judge